

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

- I. THE APPLICATION OF METRO MOBILE CTS OF)
POWELL, INC., A KENTUCKY CORPORATION,)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO PROVIDE)
DOMESTIC PUBLIC CELLULAR RADIO)
TELECOMMUNICATIONS SERVICE TO THE)
PUBLIC IN THE KENTUCKY RURAL SERVICE)
AREA WHICH INCLUDES POWELL, ESTILL,)
WOLFE, LEE, JACKSON, OWSLEY, BREATHITT,)
PERRY, KNOTT, AND LETCHER COUNTIES IN)
KENTUCKY, FOR APPROVAL OF FINANCING,) CASE NO. 91-410
AND FOR ESTABLISHMENT OF INITIAL RATES)
)
II. THE JOINT APPLICATION OF METRO MOBILE)
CTS OF POWELL, INC. AND ALPHA CELLULAR)
TELEPHONE COMPANY, A FLORIDA GENERAL)
PARTNERSHIP, FOR THE TRANSFER OF THE)
ASSETS AND LIABILITIES OF METRO MOBILE)
CTS OF POWELL, INC. TO ALPHA CELLULAR)
TELEPHONE COMPANY AND OF RELATED)
FINANCING)

O R D E R

This matter arising upon petition of Metro Mobile CTS of Powell, Inc. ("Metro Mobile") and Alpha Cellular Telephone Company ("Alpha Cellular") filed December 20, 1991 pursuant to 807 KAR 5:001, Section 7, for confidential protection of their Working Capital Note and Purchase Price Note; their Loan Agreement, Mortgage, Pledge and Escrow Agreement, and System Sale Agreement; their Schedule of Estimated Draws and Amortization Schedule; their Equipment Purchase Orders and Related Materials; their Executed Purchase Agreement; and their Switch Sharing Agreement on the grounds that disclosure of the information is likely to cause

Metro Mobile and Alpha Cellular competitive injury, and it appearing to this Commission as follows:

Metro Mobile and Alpha Cellular have applied for a Certificate of Public Convenience and Necessity to provide domestic public cellular telecommunications service to the public in their Rural Service Area and have further applied for approval of the transfer of the assets and liabilities of Metro Mobile to Alpha Cellular. In support of their application, Metro Mobile and Alpha Cellular have filed their Working Capital Note and Purchase Price Note; their Loan Agreement, Mortgage, Pledge and Escrow Agreement, and System Sale Agreement; their Schedule of Estimated Draws and Amortization Schedule; their Equipment Purchase Orders and Related Materials; their Executed Purchase Agreement; and their Switch Sharing Agreement. By this petition, Metro Mobile and Alpha Cellular seek to preserve and protect the confidentiality of this information.

KRS 61.872(1) requires information filed with the Commission to be available for public inspection unless specifically exempted by statute. The procedure for obtaining confidential protection of information filed with the Commission is provided in 807 KAR 5:001, Section 7. Subsection 2(a)(2) of that section requires a petitioner seeking confidentiality to identify by "underscoring, highlighting with transparent ink, or other reasonable means only those portions which unless deleted would disclose confidential material." The petition filed by Metro Mobile and Alpha Cellular does not comply with this requirement. Instead, the petition seeks protection of entire documents without distinguishing

between the sensitive and nonsensitive information. Therefore, the petition should be denied.

The petition also alleges that the information sought to be protected is not known outside the businesses of Metro Mobile and Alpha Cellular and is not generally known by their employees except those who have a business need to know and act upon the information. This allegation is contradicted in part by the language of the Mortgage included in the documents of which protection is sought. It specifically provides that it shall be recorded in the applicable county clerk's offices where it will obviously be available for public inspection. Thus, the Mortgage is not a document entitled to protection as confidential nor would any information that could be derived from the Mortgage be entitled to protection as confidential.

This Commission being otherwise sufficiently advised,

IT IS ORDERED that:

1. The petition by Metro Mobile and Alpha Cellular to protect as confidential the Working Capital Note and Purchase Price Note; the Loan Agreement, Mortgage, Pledge and Escrow Agreement, and System Sale Agreement; the Schedule of Estimated Draws and Amortization Schedule; the Equipment Purchase Orders and Related Materials; the Executed Purchase Agreement; and the Switch Sharing Agreement be and is hereby denied.

2. The information sought to be protected shall be held and retained by this Commission as confidential and shall not be open for public inspection for a period of 20 days from the date of

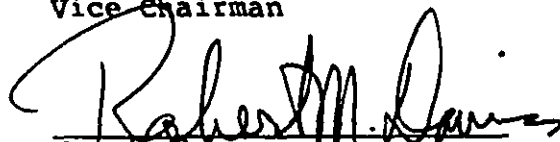
this Order at the expiration of which it shall, without further Orders herein, be placed in the public record.

Done at Frankfort, Kentucky, this 28th day of February, 1992.

PUBLIC SERVICE COMMISSION


Chairman


Vice Chairman


Commissioner

ATTEST:


Executive Director